

**NON-DISCLOSURE OF CFD INFORMATION AGREEMENT**

between

**THE CHICAGO FIRE DEPARTMENT**

and

**THE UNIVERSITY OF CHICAGO URBAN LABS**

(the "Requestor")

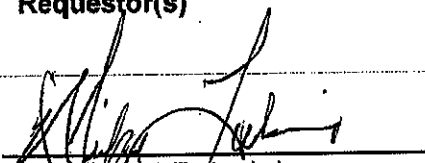
The Requestor agrees to the following conditions in order to obtain from the Chicago Fire Department ("CFD") the collection of data for the purpose set forth below.

1. For each project where data will be provided to Requestor, the parties will execute a project Agreement ("Work Order"), in the form of the attached hereto as Exhibit A. Each such project shall be subject to the terms of this agreement and once executed by all parties such Work Orders will be incorporated into this agreement by reference.
2. The Requestor will use all information covered by the terms of this Agreement in strict compliance with all applicable laws, including the Health Insurance Portability and Accountable Act ("HIPAA").
3. The Requestor acknowledges the confidential nature of the CFD information supplied and agrees to only disclose to the individuals identified in the approved Work Orders.
4. If CFD requires that all copies of the information disseminated under this request be returned or destroyed, once the use described in the application has been completed the Requestor shall comply. Any and all applicable Work Order(s) will indicate if the Data should be returned or destroyed.
5. The CFD may monitor, audit, and review the Requestor's program operation, administration, and policies to ensure compliance with this Agreement and approved Work Order(s), upon a time mutually agreeable by both parties.
6. Nothing in this Agreement creates any obligation for the Chicago Fire Department to provide information. With or without cause, the CFD has the right to require the immediate return or destruction of any and all copies of information, data, and/or documents obtained under this Agreement and/or any subsequent Work Orders; furthermore all parties to this agreement shall take such actions to protect the security and privacy of all information/data and enforce the terms of this contract.
7. The Requestor agrees to:
  - a. Use the information/data furnished under this Agreement only for the purpose described in applicable Work Order(s);
  - b. Restrict access to all information/data supplied by CFD to those employees identified in the applicable Work Order(s);
  - c. Physically, store all information/data received from CFD in secure locked locations;

- d. Ensure all electronic information/data is stored in a manner requiring password authentication and not in a publicly accessible system or network; and
  - e. Refrain from copying any data not absolutely necessary for the use identified in the Work Order(s) or its security and retain such data only so long as is necessary to conduct the program described in the Work Order(s).
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- 8. The Requestor agrees that any publication of the data shall contain the following attribution of the data to CFD: *"This data was provided by and belongs to the Chicago Fire Department. Any further use and/or dissemination of the data must be approved by the Chicago Fire Department."* The Requestor agrees to insert in the preface of any report citing data analysis conducted pursuant to this Agreement, whether published or unpublished, a disclaimer by CFD of the analysis as well as the conclusions derived as follows: *"Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Chicago Fire Department."*
  - 9. This Agreement will be effective five years from the date of execution, upon the signature of the Chicago Fire Commissioner. This agreement may only be extended upon written approval from the Chicago Fire Commissioner. Either party may terminate this Agreement and/or Work Order(s) at any time prior to expiration, following thirty (30) days written notice of such termination to the other party. If the Agreement is terminated prior to completion of an agreed Work Order(s), the Work Order(s) will continue to be governed by this agreement until project has been completed or Work Order(s) terminated.
  - 10. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.
  - 11. This Agreement embodies the entire understanding between the parties and supersedes all prior understandings and agreements, whether written or oral, relating to the subject matter hereof. This Agreement may not be amended or modified except by a written document signed by duly authorized representatives of both parties and expressly-referencing this Agreement.
  - 12. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives:

Requestor(s)

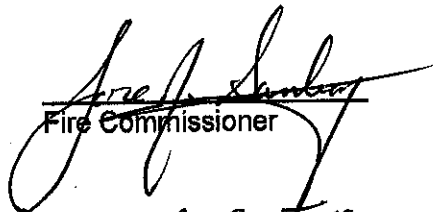


Michael R. Ludwig  
Associate VP for Research Administration  
University of Chicago

Date:

12/8/15

Chicago Fire Department



Fire Commissioner

JOSE A. SANTIAGO

Date:

1-11-16.